IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO. 1911 OF 2004

Vinodkumar Baldevsingh Saigal ...Petitioner

Versus

Mumbai Building Repairs & Reconstruction Board and anr. ..Respondents

Mr.Virag Tulzapurkar with Mr. H.S.S.. Murthy instructed by Milan Bhise & Co. for the petitioner.
Mr. G.W. Mattos, Assistant Government Pleader, for respondent No.1.
Mr. M.Vashi with Mr. Prakash Shinde instructed by M.Dhruva & Co. for respondent No.2.

CORAM: **DALVEER BHANDARI, C.J.** &
DR. D.Y. CHANDRACHUD, J.

DATE: **OCTOBER 14, 2004**.

P.C.

Heard the learned counsel for the parties.

2. In the facts and circumstances of the case and with the consent of the learned counsel appearing for the parties, we pass the following order.

(i) The Prothonotary and Senior Master to appoint an Architect on the panel of the High Court to supervise the repairs/renovation to the building Russi Villa, 55, Pedder Road, Mumbai-400 026 to be carried out by Respondent No.2

through his own Architect/Structural Engineer.

(ii) The Respondent No.2 in view of her willingness to bear costs and expenses, is hereby permitted to repair/renovate the entire building under the supervision and control of the Architect so appointed by the Prothonotary & Senior Master, High Court, however Respondent No.2 may get the work done through her architect but subject to the supervision and control of the architect appointed by the Prothonotary & Senior Master.

(iii) The said repairs shall be carried out in a phased manner as may be suggested by the Architect/Structural Engineer.

(iv) The work as mentioned above shall be carried out without calling upon the Petitioner to vacate from the premises, the Petitioner is at liberty to continue to reside in the premises by shifting himself within his portion to enable the repairs to his portion also to be carried out.

(v) The Respondent No.2 shall ensure that she shall have sufficient fund for starting the work till its completion.

(vi) The expenses of the Architect appointed in terms of clauses (i) and (ii) above shall be borne and paid by Respondent No.2.

(vii) The Respondent No.1 undertakes to extend all co-operation that may be required in accordance with the Rules for such repairs.

(viii) The Petitioner and Respondent No.2 undertake to co-operate fully for effectively carrying out the repairs.

(ix) The entire repair work structural or otherwise so required and suggested by the Architect appointed by the Prothonotary & Senior Master shall be started and completed within the period of 22 months without fail. Parties are at liberty to seek extension of time for bona fide reasons, which this Hon'ble Court may consider on its own merits.

(x) In the event of Respondent No.2 failing to carry out the repair work for any reason whatsoever, Respondent No.1 shall forthwith carry out the said repairs or remaining work immediately without any further orders.

(xi) This order is being passed without prejudice to the rights and contentions of the parties in the pending R.A.E. Suit No. 279/556 of 1998 and R.A.D. Suit No. 1362 of 1999 before the Small Causes Court at Bombay.

(xii) The Petitioner shall deposit with the Prothonotary & Senior Master, the fees and charges of the architect and the

photographer appointed by this court at the time of inspection of the building Russi Villa, 55, Pedder Road, Mumbai-400 026 carried out on 12/8/2004, after deducting the amount already deposited by the Petitioner with the Prothonotary and Senior Master.

3. The petition is accordingly disposed of.

CHIEF JUSTICE

DR. D.Y. CHANDRACHUD, J.